

Plaintiffs and Defendant have carefully and exhaustively negotiated a settlement and have agreed to resolve all alleged disputed issues in this action.

“Ordinarily there [is] no need” for the Court to approve the settlement of a “dispute between employer and employees [because] people may resolve their own affairs, and an accord and satisfaction bars a later suit.” *Walton v. United Consumer Club, Inc.*, 786 F.2d 303, 306 (7th Cir. 1986). While some circuits have held otherwise in the FLSA context, the Fifth Circuit has ruled that a private settlement agreement between employer and employee can be enforceable even in the absence of court approval, provided there exists a bona fide factual dispute, the plaintiff knew of his FLSA rights, there is “factual development of the number of unpaid overtime hours” and “of compensation due for unpaid overtime,” and he had legal counsel at the time he signed the settlement agreement. *Martin v. Spring Break '83 Prods., LLC*, 688 F.3d 247, 256 n.10 (5th Cir. 2012); *Bodle v. TXL Mortgage Corp.*, 788 F.3d 159, 165 (5th Cir. 2015). Because there is “little danger of employees being disadvantaged by unequal bargaining power” when they are represented by counsel and there is a “bona fide dispute as to liability,” a private FLSA settlement can be binding and enforceable without court approval. *Id.* at 255-57.

The settlement was achieved in an adversarial context; Plaintiffs are represented by competent and experienced counsel who investigated the number of overtime hours and the potential overtime due; and the settlement agreement reflects a reasonable compromise over disputed issues. The Parties believe that the settlement reached was a fair and reasonable compromise of the respective positions of both sides. Accordingly, entry of the proposed Order will “secure the just, speedy and inexpensive determination” of this action. *See* FED. R. CIV. P. 1.

Accordingly, Plaintiffs and Defendant jointly request that the Court dismiss this case with prejudice.

Respectfully Submitted,

/s/ Rex Burch

Richard J. (Rex) Burch
Texas Bar No. 24001807
Matthew S. Parmet
Texas Bar No. 24069719
BRUCKNER BURCH PLLC
8 Greenway Plaza, Suite 1500
Houston, Texas 77046
Telephone: 713-877-8788
Facsimile: 713-877-8065
Email: rburch@brucknerburch.com
Email: mparmet@brucknerburch.com

Michael A. Josephson
Texas Bar No. 24014780
Lindsay R. Itkin
Texas Bar No. 24068647
Andrew W. Dunlap
Texas Bar No. 24078444
FIBICH, HAMPTON, LEEBRON,
BRIGGS & JOSEPHSON, L.L.P.
1150 Bissonet
Houston, Texas 77005
Telephone: 713-7851-0025
Facsimile: 713-751-0030
Email: mjosephson@fibichlaw.com
Email: litkin@fibichlaw.com
Email: adunlap@fibichlaw.com
ATTORNEYS FOR PLAINTIFFS

/s/ Gretchen Agena

Gretchen Agena
Texas Bar No. 24040396
Kevin Little
Texas Bar No. 24070155
LITTLER MENDELSON, P.C.
1301 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 951-9400
Facsimile: (713) 951-9212
Email: gagenal@littler.com
Email: klittle@littler.com
ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that on August 31, 2016, I served the following document upon counsel of record through the Court's electronic filing system as follows:

Richard J. (Rex) Burch
Matthew S. Parmet
BRUCKNER BURCH PLLC
8 Greenway Plaza, Suite 1500
Houston, Texas 77046

Michael A. Josephson
Lindsay R. Itkin
Andrew W. Dunlap
FIBICH, HAMPTON, LEEBRON, BRIGGS & JOSEPHSON, L.L.P.
1150 Bissonnet
Houston, Texas 77005

Attorneys for Plaintiff

/s/ Gretchen Agena
Gretchen Agena